

# Southern Pacific Transportation Company

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January 5, 1989

(415) 541-1754

RECORDATION NO. 7149-5  
JAN 6 1989

JAN 6 1989 - 11 40 AM  
INTERSTATE COMMERCE COMMISSION

VIA DHL

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: Conditional Sale Agreement dated as of  
September 1, 1973, among Southern Pacific  
Transportation Company, Metropolitan Life  
Insurance Company, as Assignee, and PACCAR, Inc.

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Declaration of Full Payment, dated as of December 28, 1988, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Conditional Sale Agreement and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Ms. Noreta R. McGee  
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January 5, 1989

Conditional Sale Agreement dated as of September 1, 1973, between PACCAR, Inc. and Southern Pacific Transportation Company, recorded on September 7, 1973, at 11:30 AM, assigned Recordation No. 7149;

Amendment Agreement dated as of May 1, 1976, recorded on June 9, 1976, at 10:40 AM, assigned Recordation No. 7149-A;

First Supplemental Agreement dated September 1, 1981, recorded on September 28, 1981, at 2:00 PM, assigned Recordation No. 7149-B;

Second Supplemental Agreement dated April 30, 1982, recorded on May 5, 1982, at 1:00 PM, assigned Recordation No. 7149-C;

Third Supplemental Agreement dated as of March 30, 1984, recorded on April 24, 1984, at 2:40 PM, assigned Recordation No. 7149-D;

Assignment and Transfer of Certain Road Equipment dated as of March 30, 1984, recorded on April 24, 1984, at 2:40 PM, assigned Recordation No. 7149-E;

Fourth Supplemental Agreement dated as of October 31, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7149-F;

Assignment and Transfer of Certain Road Equipment dated as of October 31, 1985, recorded on December 26, 1985, at 2:35 PM, assigned Recordation No. 7149-G;

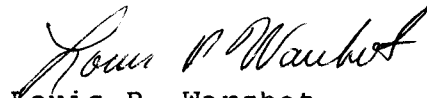
Fifth Supplemental Agreement dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 7149-H; and

Assignment and Transfer of Certain Road Equipment dated as of May 15, 1987, recorded on June 18, 1987, at 12:45 PM, assigned Recordation No. 7149-I.

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When the recording of the Declaration of Full Payment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof, and return the remainder of the same to the undersigned.

Very truly yours,

  
Louis P. Warchot

Enclosures

cc: Mr. E. L. Johnson  
(Attn: Mr. C. D. Tyler)

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CONDITIONAL SALE AGREEMENT

Between

PACCAR, INC.

And

SOUTHERN PACIFIC TRANSPORTATION COMPANY

RECORDATION NO. 7149-5 FILE 2500

JAN 6 1989 11:10 AM

INTERSTATE COMMERCE COMMISSION

Dated as of

September 1, 1973

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DECLARATION OF FULL PAYMENT

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Conditional Sale Agreement Between  
PACCAR, INC.  
and Southern Pacific Transportation Company  
dated as of September 1, 1973

RECORDED - 7149-3

JAN 6 1989 11 49 AM

DECLARATION OF FULL PAYMENT INTERSTATE COMMERCE COMMISSION

METROPOLITAN LIFE INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby certify that certain Conditional Sale Agreement dated as of September 1, 1973, by and between PACCAR, Inc. and Southern Pacific Transportation Company, covering the construction, sale and delivery to said Southern Pacific Transportation Company of the 1,029 box cars therein described, as supplemented by First Supplemental Agreement dated as of September 1, 1981, substituting 1 hopper car and 18 tank cars for certain destroyed box cars; as supplemented by Second Supplemental Agreement dated as of April 30, 1982, substituting 12 hopper cars for certain destroyed box cars; as supplemented by Third Supplemental Agreement dated as of March 30, 1984, substituting 2 box cars for certain destroyed box cars; as supplemented by Fourth Supplemental Agreement dated as of October 31, 1985, substituting 1 locomotive for a certain destroyed hopper car; and as supplemented by Fifth Supplemental Agreement dated as of May 15, 1987, substituting 1 locomotive for certain destroyed box cars; said Conditional Sale Agreement being by PACCAR, INC. assigned to Metropolitan

Life Insurance Company by Agreement and Assignment dated as of September 1, 1973, has been fully satisfied, paid and discharged.

Metropolitan Life Insurance Company does hereby acknowledge and declare that the purchase money for the equipment covered by said Conditional Sale Agreement and said First, Second, Third, Fourth, and Fifth Supplemental Agreements has been paid in full; that all of the terms and conditions of said Conditional Sale Agreement have been performed; that Southern Pacific Transportation Company has made all payments and met all charges required by the said Conditional Sale Agreement; that all of the indebtedness under said Conditional Sale Agreement, and the interest thereon, have been satisfied; and that the said Conditional Sale Agreement has terminated.

Metropolitan Life Insurance Company does hereby consent that the record of its title to all the equipment covered by said Conditional Sale Agreement be cancelled and discharged and that this Declaration may be filed or recorded or noted on the margin of the record of said Conditional Sale Agreement wherever the same may have been filed or recorded.

IN WITNESS WHEREOF, Metropolitan Life Insurance Company has caused this instrument to be executed in several counterparts by its proper officers thereunto duly authorized and its corporate seal to be hereto affixed this 28 day of December, 1988.

METROPOLITAN LIFE INSURANCE COMPANY

By

Richard G. Clarke

Attest:

[Signature]  
Assistant Secretary

Richard G. Clarke  
Associate General Counsel

. V. Maguire

